

A. G. Contract No. KR922239TRN
ECS File: JPA 92-93
Project: 10BLA001 H3337 01C
Section: Quartzsite SR-10B TSM

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF QUARTZSITE

THIS AGREEMENT is entered into 11 MAY, 1993,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
TOWN OF QUARTZSITE, acting by and through its MAYOR and TOWN
COUNCIL (the "Town").

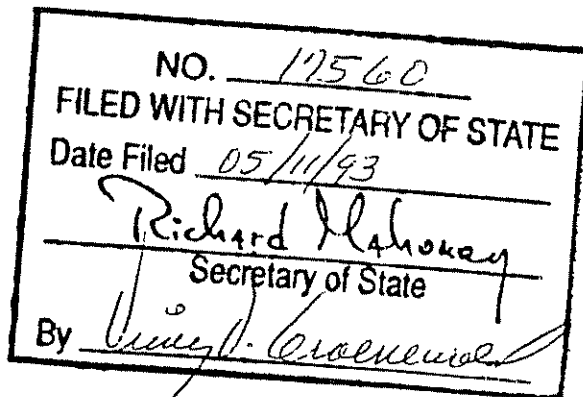
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the Town.

3. The State and the Town desire to participate in the
design and construction of improvements to intersections with
State Route B-10 (SR-10B) in the Town, to include left and
right turn lanes at selected intersections, at an estimated
cost of \$205,500.00 as shown on Exhibit A, which is attached
hereto and made a part hereof, hereinafter referred to as the
Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The Town will:

a. Provide to State standards design plans, specifications and such other documents and services necessary for construction bidding and construction. Incorporate State review comments.

b. Call for bids, and with the concurrence of the State, award one or more construction contracts for the Project. Administer same and make all payments thereunder. Accomplish the construction of the Project in strict accordance with the approved plans and specifications. Be responsible for any contractor claims for extra compensation. Obtain the concurrence of the State on any contractor contract(s) modifications. Be responsible for all costs associated with the Project over and above the State's \$50,000.00 share.

c. Invoice the State, no more often than monthly, for the State's share of the Project, for direct Project costs with no profit or fee, in an amount not to exceed \$50,000.00.

d. Upon completion, and with the written concurrence of the State, approve and accept the completed Project on behalf of the parties hereto, and provide maintenance outside the State right-of-way, and provide maintenance to all sidewalks and pedestrian bridges within or outside the State right-of-way.

2. The State will:

a. Review the design documents and provide comments as appropriate, and inspect the Project work on a periodic basis.

b. Advance the Town \$25,000.00 towards the Project, and thereafter reimburse the Town within thirty (30) days after receipt and approval of invoices, in a total amount not to exceed \$50,000.00.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of performance under this agreement, or prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Town of Quartzsite
Town Manager
Box 2812
Quartzsite, AZ 85346


7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

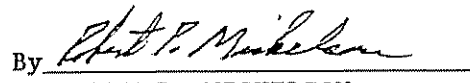
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF QUARTZSITE

STATE OF ARIZONA

Department of Transportation


By 
RICHARD OLDHAM
Mayor

By 
ROBERT P. MICKELSON
Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 26th day of August 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Quartzsite for the purpose of defining responsibilities for the design, construction and maintenance of selected intersection TSM improvements on SR-10B in the Town.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.



CHARLES E. COWAN
Director

TOWN OF QUARTZSITE

RESOLUTION NO. 93-4

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF QUARTZSITE, ARIZONA, AUTHORIZING THE TOWN OF QUARTZSITE TO ENTER INTO AN AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION CONTRACT NO. KR9222239TRN, PROJECT: 10BLA001 H3337 01C, SECTION: QUARTZSITE SR-10B TSM; AND APPROVING THE INTERGOVERNMENTAL AGREEMENT AND AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO SAID INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA.

WHEREAS, it is in the best interest of the Town of Quartzsite, Arizona, to enter into an agreement with the State of Arizona, Department of Transportation, acting by and through the Highways Division for the purpose of defining responsibilities for the design, construction and maintenance of selected intersection TSM improvement on SR-10B in the Town of Quartzsite; and

WHEREAS, the State and Town desire to participate in the design and construction of improvements to intersections with State Route B-10 (SR-10B) in the Town of Quartzsite, to include left and right turn lanes at selected intersections;

BE IT RESOLVED by the Mayor and Common Council of the Town of Quartzsite, Arizona;

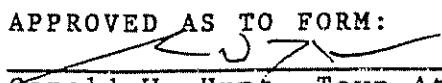
1. That the Town of Quartzsite enter into the Intergovernmental Agreement with the State of Arizona, acting by and through its Department of Transportation. The form of agreement is attached hereto as Exhibit "A" and made a part hereof, setting forth the terms and conditions of said agreement and is hereby adopted and approved in its entirety.

2. That the Mayor of the Town of Quartzsite, Arizona, is hereby authorized and directed to enter into the aforementioned Intergovernmental Agreement with the State of Arizona.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Quartzsite, Arizona this 13th day of April, 1993.


C. Richard Oldham, Mayor

ATTEST: 
John E. Miner, Town Manager

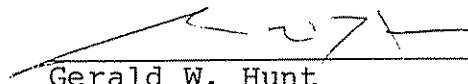
APPROVED AS TO FORM:

Gerald W. Hunt, Town Attorney

JPA 92-93

APPROVAL OF THE QUARTZSITE TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF QUARTZSITE and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 23rd day of March, 1993.

A handwritten signature in dark ink, appearing to read "Gerald W. Hunt", is written over a horizontal line.

Gerald W. Hunt
Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR92-2239-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 5th day of May, 1993.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

7969G/78